Agenda Item Form

Agenda Date: _07/20/04_

Districts Affected: All

Dept. Head/Contact Information: El Paso Water Utilities, Fred Loweree, (915) 594-5501

Type of Agenda Item:

☐Resolution
☐Tax Installment Agreements
☐RFP/ BID/ Best Value Procurement
☐Application for Facility Use
☐Interlocal Agreements
☒Other Personal Services Contracts

☐Staffing Table Changes
☐Tax Refunds
☐Budget Transfer
☐Bldg. Permits/Inspection
☐Contract/Lease Agreement

☐Board Appointments
☐Donations
☐Item Placed by Citizen
☐Introduction of Ordinance
☐Grant Application

Funding Source:

☒General Fund
☐Grant (duration of funds: _____ Months)
☐Other Source: _____

Legal:

☒ Legal Review Required   Attorney Assigned (please scroll down): Lupe Cuellar   ☒ Approved   ☐ Denied

Timeline Priority: ☒High   ☐Medium   ☐Low   # of days:_____

Why is this item necessary:

These are information technology contracts that need to be renewed on an annual basis.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary & Benefits

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

N/A

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **RICHARD DEL HIERRO,** to assist the El Paso Water Utilities as a Programmer Analyst at a biweekly rate of $1,756.60 for 40 hours per week. The term of the contract shall be for the period of August 13, 2004 through August 12, 2005.

APPROVED this 20th day of July, 2004.

THE CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS   )

)   **PERSONAL SERVICES CONTRACT**

COUNTY OF EL PASO   )

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **RICHARD DEL HIERRO**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a Programmer Analyst; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1.   <u>SCOPE OF SERVICES</u>.   Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas.

2.   <u>TIME OF PERFORMANCE</u>. The services of Employee are to commence on or about August 13, 2004 and be completed by August 12, 2005.

3.   <u>COMPENSATION AND METHOD OF PAYMENT</u>. Employee shall be paid at a biweekly rate of One Thousand Seven Hundred Fifty-Six and 60/100 Dollars ($1,756.60). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

    A.   The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4.   LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5.   LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6.   COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7.   TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8.   MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9.   NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

Del Hierro Richard (Water)

CITY: City of El Paso
                El Paso Water Utilities
                Attn: General Manager
                1154 Hawkins Boulevard
                El Paso, Texas

EMPLOYEE: Richard Del Hierro

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 20th day of July, 2004.

CITY OF EL PASO

_____

Joe Wardy
Mayor

ATTEST:

_____

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

_____

Richard Del Hierro
SSN:

APPROVED AS TO FORM: APPROVED AS TO CONTENT:

_____   _____

Guadalupe Cuellar   Edmund Archuleta
Deputy City Attorney   EPWU General Manager

Del Hierro Richard (Water)

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

PROGRAMMER ANALYST   (EPWU CONTRACT POSITION)

Summary

Under direction, analyze computer capabilities and usage, and write programs and documentation.

Typical Duties

Devise and recommend new or revised system and procedures, including justifications for proposed changes. Involves: studying existing systems and procedures of organizations to determine the feasibility of conversion to data processing or network application methods; determining information needs in coordination with personnel of the user departments by drawing detailed flowcharts and block diagrams or applying other related methods; estimating personnel requirements, cost and time for programming projects; preparing systems development project plans and schedules; evaluating design alternatives of existing and proposed information processing or network systems to ensure efficient utilization of resources; recommending technical solutions and improvements to automated systems; auditing and evaluating implemented system; analyzing program specifications for completeness and conformance to established standards; ensuring that project products meet departmental standards.

Write, test, implement, and maintain complex automated systems and computer programs. Involves: preparing complete and precise user instructions, programming and system documentation for implemented systems according to established standards; reporting programming activity and project status to management; analyzing software package and modifying to users need; providing technical assistance to operations and programming personnel in solving problems pertaining to operating system or debugging programs to analyze information work procedures and job methods; estimating and documenting resource requirements for input handling, processing and output preparation for each system function; preparing systems design alternatives in accordance with established standards; reviewing and approving proposed program logic; ensuring that programs are thoroughly tested before released as operational; documenting all programs; identifying documents and evaluating information requirements at various management and operating levels; developing programs to educate management and users in data processing capabilities and requirements; training functional end users in capabilities of their systems, assisting and familiarizing them with issues and problems related to their system.

Performs related duties as assigned. Involves: substituting, if assigned, for immediate supervisor during temporary absences by performing delegated duties and responsibilities sufficient to maintain continuity of normal operations and similarly performing any duties of subordinates or coworkers, if required; assisting in training new personnel on established programming standards and procedures, analyzing, identifying and resolving program problems.

RICHARD dEL HIERRO

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████████████████████

PROFILE

Over twenty years of successful planning and directing activities that provide innovative information technology, telecommunications, customer service solutions, medical services, library services, and educational service technologies. Result-driven professional with extensive experience leading people and multi-million dollar project teams to successful completions. Has an in-depth understanding of emerging technologies and their commercial business and government applications. A culturally sensitive and internationally traveled leader who possesses all the skills required for any information technology management position.

EXPERTISE

- Multi-Site Technology Operations
- Strategic and Operational Planning
- Quality and Performance Improvements
- Budgeting and Financial Reporting
- Turnaround and Crisis Management
- Strategic and Operational Security Planning

- Relationship and Team Building
- Decision Making and Problem Solving
- Project Management
- Process Reengineering
- Database Management
- Disaster Recovery

PROFESSIONAL EXPERIENCE

Programmer/Analyst   2001 - Present
El Paso Water Utilities, El Paso, Texas

- Maintains existing El Paso Water Utility applications, and RS6000 Operator.
- Troubleshooting end-user software and hardware problems (Microsoft 95, 98, NT, 2000, XP, and Unix).
- Analyzes and researches future utility upgrades and recommends applications.
- Utilizing Microsoft Access front-end application, and SQL/Oracle backend applications.
- Peoplesoft (Financial Systems)
- Asset Management (Hansen)
- Systems and Software (Billing System)
- Geographical Information System (GIS,) (Map Systems)
- Utility SCADA Systems

Assistant Systems Administrator
Telynx, Incorporated, El Paso, Texas

- Actively maintained a Windows NT environment that included over $70K in assets.
- Maintained user problems on NT workstations that were located throughout the world (VLAN configuration).
- Troubleshooting all network and workstation problems, ensuring that 40 users were kept operational 24 hours a day.

Assistant Director, Systems Administration of LAN Operations
Joint Interoperability Test Command, Ft. Huachuca, Arizona

- Responsible for all systems, and operations (Windows NT/2000, UNIX network environments, CISCO routers, Cabletron switches, hubs, and Research and Development (R & D) environment).
- Information Technology Security Manager, managing the entire command, this included top-secret and sensitive information.
- Responsible for 100K budget that planned and coordinated information technology installations.

- Project manager of a major upgrade to the command's operation and systems, this included the planning and purchasing of all equipment necessary for the successful completion of the project (60K budget).
- Planned, wrote test plans, tested, and wrote conclusion reports for initial Department of Defense testing of routers utilized throughout the government and military. Projects totaled $800K.
- Managed the completion of test plans, testing environment, and wrote conclusion reports for an exercise that included 34 European and Eastern Bloc nations. This included communication switches and routers; the object of the exercise was to ensure that all countries could communicate on a world scale. The project had a $1.2M budget.

Information Systems Manager
USS Theodore Roosevelt (CVN-71), Norfolk, Virginia

- Managed a UNIX/Novell/Microsoft environment with over 800 NT workstations for 5500 personnel.
- Managed all computer equipment and Local Area Network (LAN) operations (tactical and non-tactical), accreditation, and was the security manager for policy and measures, 100 million dollars in assets, and a yearly budget of $610K.
- Project Manager involved in the planning, configuration, and installation of the ship's 30 million dollar LAN system.
- Maintained the ship's database management system (supply, ship's maintenance, and aviation databases). This had more than a billion dollars in ship's data and equipment parts.
- Planned, installed, and managed the ship's security and accreditation programs.
- Integrated all systems, platforms, and applications in supporting at-sea education services.
- Was responsible for installing, upgrading, and maintaining all medical, combat and non-combat systems, library systems, and at-sea educational systems.

Information Systems Manager
USS Carl Vinson (CVN-70), Alameda, California

- Given the responsibility of officer duties as a Division Manager, the only enlisted person on any aircraft carrier throughout the Navy with that responsibility.
- Managed a UNIX/Novell/Microsoft environment with over 500 DOS/Window workstations, and 5500 personnel.
- Managed all computer assets and LAN operations (non-tactical), accreditation, security manager responsible for the policy and measures, and over 40 million dollars in assets and a yearly budget of $400K.
- Project Manager responsible for the planning, configuration, and installation of the ship's 19 million dollar LAN system.
- Maintained the ship's database management system (supply, ship's maintenance, and aviation databases). The operation consisted of over a billion dollars in ship's data and equipment parts.
- Qualified and Instructed Total Quality Manager/Total Quality Leadership course and was on the command's steering committee.
- Integrated all systems, platforms, and applications in supporting at-sea education services.

Operations Manager and Senior Advisor
Naval Occupational, Development, and Analysis Center, Washington D.C.

- Senior enlisted adviser directly responsible for all LAN Operations and completion of Naval surveys. These surveys updated Navy qualification standards for the enlisted and officer communities and governed the advancement to each.
- Planned, coordinated, configured, and managed the command's move, over $100K of equipment and purchases.
- Responsibility also included close contact with the Commander of Naval Education and Training (CNET) on the future of the Information Technology rating and its training; and the merging of the Communications rating in the Navy.

EDUCATION

Master of Business Administration
University of Phoenix, Santa Teresa, New Mexico Campus, Completion Date, June 2003

Bachelor of Science, Information Systems and a minor in Management
Wayland Baptist University, Plainview, Texas, Completion Date, December 2000